

# Agenda Item Form

Agenda Date: 08/17/04

Districts Affected: N/A

Dept. Head/Contact Information: Police Department / Cmdr. Ken Adcox (915) 564-7039

## Type of Agenda Item:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Resolution                                | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements                | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement          | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use              | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                     | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Personal services</u> |   |  |

## Funding Source:

- ☐ General Fund  
☒ Grant (duration of funds: 12 Months)  
☐ Other Source: \_\_\_\_\_

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

To fill the position of Crime Victim Services Supervisor at Police Headquarters for the Victim Coordinator Liaison Grant (VCLG). This is a grant funded position which is funded through August 31, 2005.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

N/A. This is a grant funded position and is already budgeted through August 31, 2005.

## Statutory or Citizen Concerns:

None anticipated.

## Departmental Concerns:

None anticipated.

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **ESTELLA GONZALEZ SHAW**, to assist the Police Department as a Crime Victim Services Supervisor, at a biweekly rate of \$1,157.60, for 40 hours per week. The term of the contract shall be for the period of September 1, 2004 through August 31, 2005.

**APPROVED** this 17th day of August 2004.

THE CITY OF EL PASO

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Joe Wardy  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

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Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**PERSONAL SERVICES CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **ESTELLA GONZALEZ SHAW**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS**, the City, on behalf of the Police Department, desires to employ the Employee as a Crime Victim Services Supervisor; and

**WHEREAS**, Employee possesses the skills to render said employment to the City.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.     SCOPE OF SERVICES.     Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Police Department, in El Paso, Texas.

2.     TIME OF PERFORMANCE.     The services of Employee are to commence on or about September 1, 2004 and be completed by August 31, 2005.

3.     COMPENSATION AND METHOD OF PAYMENT.     Employee shall be paid a biweekly rate of One Thousand One Hundred Fifty-Seven and 60/100 Dollars (\$1,157.60).

The employee shall work a minimum of forty (40) hours per week. Employee is classified as an Exempt employee under FLSA and is not eligible for overtime pay. Employee may be required to use own vehicle for response and will be reimbursed for mileage at the rate of \$.365 per mile, not to exceed \$1,000.00 per contract year.

The full time contract employee named in this Agreement shall be eligible for the

following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's

Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Police Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso  
Police Department  
Attn: Chief of Police  
911 North Raynor  
El Paso, Texas

EMPLOYEE: Estella Gonzalez Shaw

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso, Texas this 17h day of August, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

(Signatures continued on page 6)

EMPLOYEE:

\_\_\_\_\_  
Estella Gonzalez Shaw  
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Richard Wiles  
Chief of Police

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: \_\_\_\_\_, Secretary  
Date: 8/12/04

## **Attachment "A"**

### **Scope of Duties**

#### **Crime Victim Liaison**

Under general supervision of the Victim Support Services Unit, the employee shall:

- Supervise assigned personnel. Schedule, assign, instruct in, guide, check and evaluate work. Arrange for or engage in employee training and development. Enforce personnel rules and regulations, standard of conduct, work attendance, and safe work practices. Counsel, motivate and maintain harmonious working relationships among subordinates. Recommend staffing and employee status changes. Interview applicants.
- Keep abreast of pertinent trends and practices. Develop, administer and revise standards, procedures and policies. Collect, maintain and analyze relevant statistical data. Conduct needs assessment of participants, members and the community.
- Collaborate on program interrelated activities with other agencies to include the Office of the Attorney General, departments, and service providers to ensure optimum program efficiency and effectiveness.
- Conduct community presentations on domestic violence, crime victim rights, and crime victim's compensation.
- Assign cases of domestic violence and other crimes to case managers on a daily basis utilizing police department communication tools.
- Contact victims of crime about their statutory rights within the criminal justice system either at the crime scene or through contact letters per Article 56.04 (d) of the Texas Code of Criminal Procedure.
- Assist victims of violent crime in receiving information regarding compensation either at the crime scene or through contact letters
- Assist victims of violent crime who have applied for compensation; maintain statistics as required by granting agency; prepare statistical reports as required by granting agency
- Coordinative activities of victim services volunteers



**ATTACHMENT "B"**

**FRINGE BENEFITS**

**CRIME VICTIM SERVICES SUPERVISOR**

The following benefits package is based on an annual salary of \$ 30,097.60

<b>BENEFIT</b>	<b>PERCENT/RATE</b>	<b>TOTAL</b>
FICA	.062	1866.05
Medicare	.0145	436.42
Workers' Compensation	.0312	939.05
Health/Life Insurance	\$4200.00	4200.00
<b>TOTAL BENEFITS</b>		<b>\$7441.52</b>

**Estela G. Shaw**

**El Paso TX 79935**

**(915) [REDACTED]**

## **EMPLOYMENT OBJECTIVE**

Seeking a position with an agency offering my years of experience, knowledge, education and services with an opportunity for growth and increasing responsibilities.

## **EMPLOYMENT EXPERIENCE**

El Paso Police Department, El Paso Texas  
911 N. Raynor (915)564-7368  
July 2000 to Present

### ***Victims Services Supervisor***

Direct seven (7) case managers that are assigned to the different regional command Centers. Design programs to facilitate the duties of the case managers and report monthly statistics to the Chief of Police. Assist in organizing the yearly Domestic Violence Conference for Law Enforcement. Present to the community on how we can help if they become victims of a violent crime and on domestic violence prevention. On-call 24/7 once every 6 weeks to respond to assist officers in the field with crisis-intervention for homicide, fatalities, sexual assaults, domestic violence, elder/child abuse, and any other victims of a violent crime.

### ***Crime Victim Liaison***

Assist officers at a crime scene and provide crisis intervention, referrals and resources to victims of every violent crime. Process applications for victims for financial assistance from the Office of the Attorney General. Review police reports daily and make contact with victims by letter, phone call or home visit. Present to the community on domestic violence prevention. Collaborate with other law enforcement agencies, DA's office, County Attorney and Battered Women's Shelter on the fight against family violence.

United Technologies Automotive, El Paso Texas  
December 1989 to May 2000

### ***Crimp Development Technician***

Provided samples and documentation for the purpose of developing crimp information that would meet the customer standards. Developed and verified specifications from customers and terminal vendors prior to being used in the plants for production. Assured the quality of the product.

**EDUCATION**

Bachelor of Science in Social Psychology  
Park University – Ft. Bliss  
March 2004

Certified Emergency Medical Technician – Basic Skills  
El Paso Community College – Trans Mountain  
January 1996 – July 1996

**MEMBERSHIPS**

Domestic Violence Prevention Commission, 4-year member  
Crime Victims' Rights Council, 4-year member  
Amigo Team – Peer Debriefing  
West Texas Mental Health Crisis Consortium  
Area Agency on Aging – Rio Grande Council of Governments

**VOLUNTEER**

S.T.A.R.S (Sexual Trauma & Assault Response Services) El Paso's rape crisis center  
since April 1996 to present

El Paso Police Department's V.S.R.T. (Victim's Services Response Team) from  
September 1998 to June 2000

**TRAINING**

Certified Emergency Medical Technician – Basic Skills  
Advanced C.I.S.M (Critical Incident Stress Management)  
Certified Debriefing / Diffuser  
C.E.R.T. (Community Emergency Response Team) Trainer

**REFERENCES**

Available upon request.